

REQUEST FOR PROPOSALS

FOR

VIDEO SURVEILLANCE SYSTEM

LANE COUNTY SCHOOL DISTRICT 4J
EUGENE PUBLIC SCHOOLS
EUGENE, OREGON

Proposal Due Date:

June 14, 2018

Purchasing Analyst:

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Facilities Department
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FAXED PROPOSALS NOT ACCEPTED

**CALL FOR SEALED PROPOSALS
ADVERTISEMENT**

NOTICE IS HEREBY GIVEN that sealed proposals will be accepted for a provider of Video Surveillance System by Amanda Clinton, Lane County School District 4J. Information regarding specifications may be secured from Capital Improvement Program, Lane County School District 4J, 715 W 4th Ave, Eugene, Oregon 97402; through e-mail inquiry to clinton_a@4j.lane.edu, or on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

<u>Materials/Services</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Video Surveillance System	June 14, 2018	2:00 pm	CIP office

Proposers are required to certify nondiscrimination in employment practices and identify resident status as defined in ORS 279A.120.

Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and District Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279B, Public Contracts and Purchasing and State of Oregon Department of Justice Attorney General's Model Public Contract Rules Manual; District Board Policies DJC and DJCA.

District reserves the right:

- (1) to reject any or all proposals, not in compliance with public proposal procedures.
- (2) to postpone award of the contract for a period not to exceed ninety (90) days from the date of proposal opening.
- (3) to waive informalities in the proposal.
- (4) to select the proposal which appears to be in the best interest of the District.
- (5) to cancel the procurement.

PUBLISHED: Oregon Procurement Information Network (ORPIN), Daily Journal of Commerce, Register- Guard, Lane County School District 4J website <https://www.4j.lane.edu/bids/>

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PROPOSED TIMETABLE

EVENT	DEADLINE/DATE
Issue Request for Proposals	May 14, 2018
Mandatory Pre Proposal Meeting	May 23, 2018
Proposer's written questions and requests received by District	June 6, 2018
Final RFP Addenda if appropriate	June 8, 2018
Proposal must be received by	June 14, 2018
Intent to Award released	June 26, 2018
Contracts signed by	June 29, 2018

The proposed timetable is subject to revision and will vary if the award is made without interviews.

OPPORTUNITY TO COMMENT

Firms interested in formally commenting on this RFP, addressing any area(s) in which they believe competition is unduly inhibited (protest), or requesting additional information or clarifying questions may submit a signed written statement using the contact information listed on this RFP cover page. All items shall be labeled "Video Surveillance System." Items must be received by 5:00 p.m. [June 6, 2018](#). Amendments will be issued to all published locations and persons or companies that attend the mandatory pre-proposal meeting.

The protest of these specifications may be done in accordance with Model Public Contracting Rules, Section 137-047-0730. The potential proposer has twelve (12) calendar days prior to the proposal due date to submit its protest unless otherwise stated in this RFP. No protest against the award because of the content of specifications or contract terms shall be considered after this deadline.

ADDENDA

Addenda, if any will be issued anytime up until three (3) calendar days prior to the proposal due date unless otherwise stated in this RFP. Addenda will be posted to all published locations and distributed to all vendors on the solicitation distribution list.

ALTERNATE PROPOSAL

Where the product or service is not as specified, the proposal must clearly be marked "**alternate proposal**," a sample supplied where appropriate, and/or a clear specification of the substitute must be provided, in order for it to be considered a competitive proposal. The District Board or its representative's decision of the acceptability of alternates is final.

PROVISIONS

By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by District Board Policy. Attention is directed to the latest version of the following provisions. Full copies of any provision may be obtained from the District for the minimal cost of reproduction or from the Department of Justice, Salem, Oregon.

OREGON REVISED STATUTES

**ORS 244
ORS 279A, 279B**

**GOVERNMENT ETHICS
PUBLIC CONTRACTS, AND PURCHASING**

OREGON ADMINISTRATIVE RULES

CHAPTER 137

PUBLIC PROCUREMENT RULES

Divisions 046, 047

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

In accordance with ORS 279A.100 - 279A.110, by submitting this proposal, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation and orders.

PUBLICITY

Proposer agrees that it will not disclose the form, content or existence of any Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Proposer's services, without the prior written consent of District.

FOREIGN CONTRACTORS

The attention of all contractors who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120(2)(a)(b)(3).

- (1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if the price, fitness, availability, and quality are otherwise equal."
- (2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign vendor is one who is not domiciled in or registered to do business in the State of Oregon."

SILENCE OF SPECIFICATIONS

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only equipment and workmanship of first quality are to be used. The district intends that Proposer will furnish complete information for an intact and fully functioning System or Product. If any omitted specification results in ambiguity as to material characteristics of the System or Product, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a proposal for an intact and fully functioning system or product, then Proposer shall submit a request for clarification, according to the guidelines for submitting questions as set forth in this RFP. Failure to submit such a request for clarification is at the Proposer's risk. Proposer shall be required to provide a System or Product meeting District's needs with regard to any omitted specification for which a request for clarification should reasonably have been sought by Proposer.

MANDATORY PRE-PROPOSAL MEETING

A **Mandatory** pre-proposal meeting will be held on **Wednesday, May 23, 2018, promptly at 2:00 PM at 715 W 4th Ave, Eugene, OR 97402**. This meeting is designed to clarify the information, tour a selection of District sites, and give an opportunity for questions and answers. Answers to items raised in the meeting will be issued in an amendment following the meeting.

PROPOSAL DEADLINE

One original and four (4) copies of the sealed proposal, including all exhibits, shall be accepted until **2:00 PM, June 14, 2018**, submitted to Amanda Clinton; Lane County School District 4J; Capital Improvement Office; 715 W 4th Ave; Eugene, Oregon 97402. Sealed proposals shall be labeled on the outside with "Video Surveillance System.". The Hard Copy **MUST BE SUBMITTED AND RECEIVED** at the specified office location by the deadline to meet submission requirements. The electronic submission **DOES NOT MEET** submission requirements.

Delivery of all components is the sole responsibility of the proposer. The proposer accepts all risks of late delivery of proposals or of mis-delivery, regardless of fault. All proposals received after the deadline indicated above will be returned unopened.

RESTRICTIONS ON DISTRICT CONTACT

All questions regarding this request for proposal shall be submitted in writing to the attention of Amanda Clinton, Purchasing Analyst. No oral questions will be accepted.

- A. Questions shall be submitted via e-mail (clinton_a@4j.lane.edu) or mailed to the attention of Amanda Clinton at Lane County School District 4J, Capital Improvement Program, 715 W 4th Ave, Eugene, Oregon 97402.
- B. No other contact regarding this request for proposal during the proposal evaluation process shall be permitted. Unauthorized contact regarding this request for proposal may subject the contacting vendor's proposal to rejection.

RIGHT TO RETAIN PROPOSALS

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

PUBLIC RECORDS

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a Contract, shall be kept by the District and made part of a file or record that shall be open to public inspection after the completion of the execution of the Contract Award (if any). If a proposal contains any information that is considered a trade secret under ORS 192.501(2), or information that is claimed to be exempt from disclosure under ORS 192.345 or 192.355, each sheet of such information shall be clearly marked with one of the following captions and the information be clearly identified:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

-OR-

"This data constitutes information claimed to be exempt from disclosure under ORS 192.345 or 192.355 and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The District reserves the right without prejudice to reject any and all proposals.

STATEMENT OF WORK

PURPOSE OF RFP

Lane County School District 4J invites proposals from qualified firms to design and install a video surveillance system in schools and District buildings. The project has two (2) phases and three (3) completion deadlines. Phase I, being the install of the system in the four (4) high schools prior to the start of school in September 2018 and a ninety (90) day trial performance and testing period. High schools to achieve final completion by 8/31/18. There will then be a ninety (90) day evaluation window for review of the Video Surveillance System ending 11/30/18. Upon successful testing, the Phase II of the contract will be initiated. Phase II, being the installation at eight (8) middle schools and nineteen (19) elementary schools. Middle schools to be completed by 3/29/19, and Elementary schools by 8/30/19.

If Phase I of the project is unsuccessful after the testing period, the District reserves the right to cancel the remainder of the contract and reissue the contract to the next Proposer in the evaluation or reissue the solicitation.

SCOPE OF WORK-SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including any General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. This Specification, in conjunction with the Drawings, establishes the requirements necessary to achieve the intended performance and functions of the Video Surveillance System (VSS).

B. Provide the services necessary to engineer, furnish, install, train, and to provide maintenance support for the VSS. All work shall be in accordance with the true intent of these Drawings and Specifications, and as required to leave the VSS complete and in satisfactory operating condition.

C. The VSS shall be new and of current standard production of the manufacturer. Provided options around all aspects of design including but not limited to: product selection for all elements of design, technical specifications, image resolution, analytics, and storage options.

D. Verify dimensions and conditions at the job site prior to installation, and perform installation in accordance with these Specifications, Manufacturer's recommendations and the latest edition or revision of all applicable codes and standards.

E. The VSS includes providing, integrating and programming the following principal systems:

1. Video Surveillance Cameras
2. Video Recording/Processing Software
3. Video Storage Equipment
4. Client/Operator Software
5. Structured Cabling/Low Voltage Cabling Installation
6. Training

F. Furnish and install a VSS incorporating, but not limited to, video surveillance cameras, video management software, video storage equipment, client/operator software and the appropriate testing equipment to perform testing as hereinafter described.⁸

1.3 SCOPE OF WORK AND SYSTEM DESCRIPTION

A. District would like to install Video Surveillance Systems at its four (4) high schools during the summer - 7/2/18 to 8/31/18. This proposal includes design, engineering, and installation of a new enterprise class Video Surveillance System at North Eugene High School, Churchill High School, South Eugene High School, and Sheldon High School. This deployment shall include a ninety (90) day evaluation window post completion of the installation with an option to award the remaining twenty-seven (27) sites. The ninety (90) day evaluation window will include tuning the installation, training, providing documentation and updated schematics.

B. The VSS shall be capable of setting the viewing and management permissions granularly.

C. The District has an existing Metro Area Network (MAN) in operation. The MAN is a ring, hub, and spoke design. Each of the District's school campuses are connected back to the Ed Center/Administration Building via single-mode fiber providing 10Gb of bandwidth. The District data network is capable of supporting site based, regional, or centralized design of VMS and storage components that are either physical or virtual installations. A centralized design for VMS and storage is preferred. The District also has the ability to design IP camera data networking on discrete networks and switches or commingle traffic on existing networks. The District will provide network POE+ switches for this project. (Logical diagram of physical layout is attached in section 3.12)

D. District retains the option of adding, removing, or replacing any element of the design.

E. All cameras (internal and external) shall be PoE or POE+, IP cameras. Housings for external cameras shall be environmental rated and vandal resistant. Housing for internal cameras shall be standard rated housing unless the camera is to be mounted in a challenging environment such as, low ceiling area, gymnasium, boiler rooms, kitchens, greenhouses and heavy-equipment areas. The Proposer is responsible for supplying design, engineering, cabling, licensed labor, permits and equipment for any proposed cameras and/or housing with power requirements above the PoE standard.

F. The District maintains an asbestos management plan for all properties. The Proposer will be required to review the asbestos management plan for each building and sign a statement that verifies that the review has been completed. The District will perform or coordinate all asbestos abatement work. The Proposer will be required to coordinate with the District asbestos manager so asbestos abatement work can be scheduled.

G. Project includes installing data cabling UTP, SMF, or MMF cabling from camera locations to nearest data closet along with all components for a complete cabling system. Approved cabling systems are Panduit Mini-Com, Commscope/Systemax, or Corning. Cable types include UTP - CAT6 , SMF - OS2 LSZH, MMF - OM3. All installed cable shall be tested and certified to manufacturer's specifications.

H. The video management system (VMS) shall be an enterprise class system capable of expansion without hardware replacement. This expansion shall consist of adding hardware and licenses to accommodate future growth.

I. Provide all required devices, encoders and storage equipment sized to accommodate the proposed VSS solution plus 20% overhead for future growth.

J. The District will provide all required management stations and secondary viewing stations based on direction from the VSS integrator. Additionally the District will provide all network ports and telecommunications closet rack space for this installation. The proposal shall include a detailed list of optimum hardware based upon the performance requirements specified and your proposed design. Include in your hardware requirements the quantity of POE network ports required in each closet in each building.

K. The IP security camera devices shall be patched into District provided 1GB PoE/POE+ auto sensing network ports.

L. Time shall be allocated in the job for the purpose of training personnel in the proper use and maintenance of the VSS.

M. Include the costs of all incidental work necessary to support your proposed system. Incidental work shall include, but not be limited to, fingerprinting and background checks, site work, concrete, thermal and moisture protection, finishes, conduits, wireways, outlet boxes, 120 volt and higher power systems.

N. Work in classroom areas and corridors shall be performed after normal school hours or during periods when the building is not occupied by students (i.e. holiday breaks, parent/teacher conferences, half days, etc.). Adherence to

a schedule of working hours, agreeable with the District will be required. Phase I of the project is to be completed during Summer Break 7/2/18 to substantial completion 8/17/18, and final completion 8/31/18.

O. All work shall be in accordance with the true intent of these specifications, and as required to leave the VSS complete and in satisfactory operating condition.

P. Include all required design, engineering, installation and training costs including all hardware, labor and miscellaneous equipment required providing a turn-key solution that meets or exceeds the performance requirements specified.

Q. The District reserves the right to reject any or all alternate proposals and to select the proposal that is considered to serve "The best interest of the District."

1.4 UNIT PRICES

A. Unit prices provided in the proposal shall be firm through substantial completion of Phase II of the contract.

B. Unit prices shall be applicable to the additions to or deletions from the scope of work indicated in the Construction Documents and may be utilized at any time prior to substantial completion.

C. Unit prices for deletions from the scope of work may be utilized at any time prior to installation of said unit through substantial completion.

1.5 EXTENDED UNIT PRICES

A. Proposal must include unit pricing that is valid for a period of eighteen (18) months after substantial completion. This extended unit pricing will be made available to the District.

B. Extended unit prices shall include all charges for labor, materials and equipment, overhead and profit, inflation/escalation, general conditions, supervision, insurance, applicable taxes and incidental expenses.

C. Extended unit prices shall be applicable to the pricing of additional work beyond Substantial Completion. Extended unit prices shall be valid from the date of substantial completion to eighteen (18) months after the date of substantial completion.

D. For each unit in the proposal, include a pricing schedule, standard escalation percentages or other form of pricing that the District and its supported schools may utilize for future work extending beyond Substantial Completion for the time period specified.

1.6 WARRANTY/MAINTENANCE OF THE SYSTEM

A. It is the District's intention to operate a fully updated and maintained system over its lifetime. This will include updating all aspects of the proposed solution based on ongoing best practices as recommended by the manufacturers. The District needs to understand what the ongoing maintenance and ownership costs will be for the systems being proposed. Proposer shall provide pricing for up to five (5) years, for all warranty options, renewals, maintenance and/or update costs, costs for licensing of the difference application tiers, feature suites, or any additional optional features for all elements of the design including Cameras, VMS, NVR, Storage, and/or other software or components.

1.7 SUPPORT and TRAINING

A. Support:

1. During installation and for the immediate ninety (90) days after substantial completion, the Proposer shall provide a single point of contact that shall be the Project Manager to remediate any deficiencies. During installation, deficiencies shall be corrected within twenty-four (24) hours. After substantial completion, standard warranty terms as defined by these specifications shall apply.

2. The Proposer shall have technical support personnel at the District's facilities to assure proper operation of the video surveillance system as follows:

- a. All support hours shall include all per diem and trip costs.
- b. During the first week after substantial completion, provide one technical support personnel for eight (8) hours. These hours will be utilized in two (2) hour increments. This technical support time will be spent correcting minor issues and answering usability questions for the end users.
- c. Ninety (90) days after substantial completion, provide one (1) technical support personnel for a total of sixteen (16) hours. These hours will be utilized in four (4) hour blocks. This technical support time will be spent making adjustments to focal lengths, camera angles, etc.
- d. During the standard warranty period, no less than one (1) year from commissioning, the service provider and system manufacturer shall provide standard telephone support normal business hours of 8:00 am - 5:00 pm Pacific Time. Proposer must include pricing for all available levels of technical support that they offer.

B. Training:

1. The Proposer shall provide a minimum of sixteen (16) hours of instruction and training. The training shall be provided onsite and shall include the operation of the system and its maintenance. The instruction shall be broken down into four (4) hour blocks of time.
2. The Proposer shall work with District to develop an outline of training topics. This outline shall be approved by District prior to the start of any training sessions.
3. All onsite training will be coordinated with a District Representative. Training shall take place at District facility.
4. The Proposer shall provide documents certifying that all training has been provided. Documents shall include, but not be limited to, meeting agendas and topics covered, sign-in sheets, letters signed by an authorized District's representative that training did occur.
5. The District intends to eventually be a self-maintainer of the VSS with direct access to manufacturer support. Descriptions and costs for additional required training, training material, and/or certifications shall be included in the proposal to achieve this goal. Elements of the proposed solution that do not provide for self-maintenance and/or direct access by the District to manufacturer support and maintenance should be clearly identified.

1.8 QUALIFICATIONS

A. Proposer shall hold a Limited Energy Class A License or higher issued by the State of Oregon. The Proposer shall either be an authorized installer (AI) or a value added reseller (VAR) through CommScope-Systimax and/or Panduit Mini-Com Systems. Systimax and/or Panduit Certification must be in place prior to execution of contract. Proposer shall provide all components through manufacturer authorized channels and have access to trained staff for installation, training, and support.

B. Proposer should have over five (5) years of experience installing data cabling and/or managing data cabling projects for similar sized organizations. Proposer should have experience installing IP (Internet Protocol) endpoints in networks of similar size and complexity to what is being proposed.

C. VSS design should be completed by staffing or resources with over five (5) years of experience on similar size projects. Software, Operating Systems, Storage, Compute, and other IT components should be installed and configured by staff or resources with over five (5) years of experience on similar size projects. Proposer should provide references for their work in the areas described above and list staff that will be working on these various elements of the design. The lead engineer performing the installation shall be authorized and supported by the manufacturer for the installation, support and troubleshooting of the VSS. If needed, the Proposer shall include a copy of the certificate bearing the name of the lead engineer with their proposal. Exceptions shall not be granted to the certification requirements listed above. The District Board or its representative's decision of the acceptability of experience is final.

PART 2 - PRODUCTS

2.1 GENERAL

A. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.

B. All systems and components shall have been thoroughly tested and proven in actual use.

2.2 VIDEO SURVEILLANCE CAMERAS – GENERAL REQUIREMENTS

A. All cameras shall be IP IEEE 802.3u compliant network cameras. All cameras shall be installed complete with all required mounts, housings, adapters, cabling and any other miscellaneous hardware required for a complete, professional installation.

B. All cameras shall transmit video over the District's existing LAN and WAN. Camera control shall also be accessible over the IP network. The District will provide network switches in existing data closets for IP camera data network connectivity.

C. All cameras will utilize copper twisted pair cabling rated Category 6, SMF, or MMF where needed.

D. All cameras shall operate in conjunction with a Proposer provided video management system. Responses shall include proposer provided computer hardware and storage to support the VSS, VMS, NVR, video storage, and other software components.

E. All necessary hardware, operating systems, and software supporting the VSS need to be clearly identified including system requirements.

F. Virtualized VMS environment is preferred. All computer hardware or storage components proposed by Proposer shall align with Enterprise/Business product lines from tier 1 hardware manufacturers such as Dell, HP, IBM, Netapp, and EMC or solutions optimized for video surveillance and supported by the proposed VMS. The video surveillance system including cameras, video management system and storage hardware shall be provided and installed as a turnkey solution.

G. All cameras shall be Power over Ethernet (PoE) IEEE 802.3af or 802.3at compliant. All cameras shall be powered utilizing District provided multi-port rack mounted PoE network switches.

H. Exterior cameras shall be building mounted where possible. Parking lot trenching and repair should be avoided. Costs for any proposed greenbelt trenching or other site work shall be included as part of your proposal.

2.3 VIDEO SURVEILLANCE CAMERAS

A. The District has defined the following viewing requirements:

1. All cameras shall be ONVIF Profile S Compatible
2. Minimum of 2 MegaPixel with 4 Megapixel or better preferred
3. Vari-Focal Lenses preferred
4. IPv4/v6 compatible

B. All cameras provided as part of your proposal shall meet or exceed the requirements defined for "Recognition" and "Identification"(section 3.4.D) in the key locations identified on the architectural/floor plan diagrams provided by the District. The District will provide architectural floor plan diagrams for our four (4) high schools, eight (8) middle schools and nineteen (19) elementary schools showing additional areas needing video coverage beyond what was described in previous section. These areas will align with requirements for pixels/foot as described above. Exterior publicly accessible locations will all need to meet viewing requirements for all lighting conditions. Drawings include keyed notes along with red arrows. Red arrows indicate priority locations where a camera is expected at a minimum.

C. At all sites, parking lot lighting, exterior lighting and interior corridor lighting is dimmed and/or shut down during night hours and weekends in order to conserve energy. For exterior locations and cameras at building entrance/exits provide cameras capable of meeting the viewing requirements needed for all lighting conditions including low or no light conditions. It is acceptable that the camera enter low light under these conditions. This requirement can be met by standalone camera capabilities using WDR (wide dynamic range), low LUX, high ISO ratings.

D. At a minimum, all cameras shall support multiple streams with H.264 or newer compression (H.265). Onboard analytics, I/O, talk down, or other features shall be called out along with any additional licensing or costs for these features.

E. The District is accepting Video Surveillance Camera Manufacturers listed below:

1. Axis
2. Hanwha/Samsung
3. Milesight
4. Sony
5. Or approved equal

2.4 VIDEO SURVEILLANCE CAMERA MOUNTS

A. All video surveillance camera mounts shall be rated for their intended installation (i.e. interior, exterior, harsh environment such as gymnasium, a greenhouse or boiler room) and enclosure type (standard dome, heavy duty dome, environmental dome).

B. Provide all necessary hardware, equipment, tools and labor for a professional installation according to manufacturer's recommendations, codes and regulations and industry best practices.

C. Camera mounts shall be provided and applicable to each installation location.

2.5 VIDEO RECORDING, PROCESSING AND STORAGE EQUIPMENT – GENERAL

A. The VRPS equipment shall be compatible with the video surveillance cameras and video management software supplied with the system.

B. The VRPS equipment shall be new, of modern design, and current standard production as recommended by the manufacturer.

C. All miscellaneous equipment required for a complete, professional installation shall be included in your proposal. No allowances for any additional equipment, hardware, cabling, or miscellaneous will be considered unless specifically excluded from the proposal and identified to the District.

D. The VRPS equipment shall be capable of recording full-stream (30fps) video on all channels simultaneously and providing different recording levels for each camera concurrently. The VRPS equipment shall be capable of displaying each camera view as multiple images on a PC, as well as recording digital files for each camera to a central storage system, and archiving video on removable media.

E. The VRPS equipment shall be capable of recording and storing compressed digital video files and decompressing files for playback using high-resolution compression technology. In addition, the VRPS equipment shall be capable of saving files as uncompressed .AVI or capable of saving images to .TIF or JPEG files.

F. The VRPS equipment shall be capable of continuous scheduled alarm/event and motion recording. Pre- and post-alarm recording shall also be available and shall be fully programmable on a per channel basis.

G. The VRPS equipment shall support remote access of video via Ethernet (wired or wireless) from within the District's network (WAN or LAN). Network TCP/IP remote connections shall be independently selectable and enabled with password protection to eliminate unauthorized access. Client software for this type of remote access shall be full featured allowing the operator full access to all features and functions that they are authorized for. This type of

remote access will be utilized by authorized staff as needed. Authorized staff will use Windows, MacOS, and Mobile Operating Systems for access to the VRPS.

H. The VRPS equipment shall support remote access of video via Ethernet (wired or wireless) from mobile clients. This limited feature client software shall support Apple iOS and Android based clients.

I. The following system alarms and alerts shall be reported to the system: hard disk drive status, power supply status, fan status, air temperature, and video input stream status. System administrators shall be able to view the status of individual components in real time to prevent failures before they occur. In addition, any failures or performance degradations shall produce alarms and alerts.

2.6 EQUIPMENT CABINET REQUIREMENTS

A. The District will provide rack space for housing the Proposer provided video processing and storage equipment. Installing Proposer needs to clearly identify requirements for rack mounting of equipment in data closets.

B. Proposer will provide all wire management, mounting screws, ears, shelves and any other miscellaneous parts necessary for a complete, neat and organized installation.

C. Proposer will label all ports, jacks, cables and equipment with mechanically produced labels. Handwritten labels will be rejected.

D. Proposer will arrange equipment and empty rack space in a logical manner, planning equipment layouts to accommodate future expansion.

2.7 VIDEO RECORDING, PROCESSING AND MANAGEMENT SYSTEM (VMS)

A. As part of your response, include the recommended hardware requirements for your proposed solution accounting for the proposed quantity of video surveillance cameras, frame rates and compression required under this contract.

B. The VMS shall be installed by an authorized dealer/integrator. Certification for installation shall be conducted by the VRPMS manufacturer and shall provide all necessary knowledge to fulfill the deployment, configuration and programming of the system across diverse networks and infrastructures, as well as provide commissioning abilities at the integrator level.

C. The VMS shall utilize Windows 2012R2 or newer and/or Linux Servers as its base operating system in either a physical or virtual instance. Identify all required software packages and licenses required for a complete installation. Licenses shall include but not be limited to Windows Server operating system(s), VMS application, user, camera, workstation, mobile and remote access licenses.

E. Video feeds shall be viewed, played back, and controlled from any operator station or client device located on the District's LAN/WAN.

F. The VRPMS shall be an enterprise class system capable of being scaled to additional sites by adding additional equipment without replacing the existing equipment.

G. The VRPMS shall support standard and megapixel camera resolutions in 4:3 standard and 16:9 widescreen format.

H. The VRPMS shall be capable of processing multiple video streams per camera of varying frame rates and quality (i.e. a recording stream and a viewing stream).

I. The District is accepting the following Video Management System Manufacturers:

1. Genetec (Security Center Omnicast Enterprise)
2. Milestone System (XProtect Corporate)
3. ONSSI (Ocularis Ultimate)
4. Digifort (Enterprise Edition)

5. Or approved equal

2.8 VIDEO MANAGEMENT SYSTEM (VMS) - ADMINISTRATION

- A. The VMS shall support remote administration and have the capability to remotely reboot the system without physical intervention.
- B. The VMS shall be capable of manual and automatic reporting functions. The VMS shall report system diagnostics such as the health of all backend servers, appliances, storage and cameras. The VMS shall provide user auditing, alert/event reports and recording reports such as start/stop times, total recording time, and video quality.
- C. The VMS shall be configured to send text and email alerts to system administrators in the event of critical system events such as a hard drive failure, communication link failure, power supply failure, camera failure, etc.
- D. The VMS shall support global software and firmware updates. The VMS shall have the capability to “push” updates to all devices without the need to “touch” the individual devices. Success or failure of the update shall be reported centrally to the VMS.
- E. The VMS shall support NTP time synchronization.
- F. All licensing, application tiers, feature set/suites and pricing shall be described for the specified solution.

2.9 VIDEO MANAGEMENT SYSTEM (VMS) – OPERATOR FEATURES AND FUNCTIONS

- A. The VMS shall provide full featured client software. This client will be utilized on the viewing workstations within the District’s network or possibly via remote access outside the District’s network.
- B. The VMS shall provide at a minimum, a limited feature mobile client compatible with the iOS and Android mobile operating systems.
- C. The VMS shall have an intuitive, easy to configure event rule system allowing the operator to define triggers, events and actions and to save and recall rule sets.
- D. The VMS shall support custom screen layouts, camera, sequences and salvos. These settings shall be saved and retrieved on a user by user basis or globally.
- E. The VMS shall allow the operator to create camera groups, name camera groups and create recording schedules.
- F. The VMS shall support hidden privacy zones and screen masking. These privacy zones shall be configured such that they cannot be overrode by operators without the proper system rights.
- G. The VMS shall support synchronized playback, video watermarking to provide tamperproof video for evidence and exportation of video to removable storage.
- H. The VMS shall have a robust search capability allowing the operator to search video by motion, alarm, event, by camera and by date and time. The VMS shall support saved searches on a global or per user basis.
- I. The VMS shall support and be configured with video recording optimization to efficiently minimize the use of bandwidth and storage resources.
- J. The VMS shall allow the operator to define alarms and events. The VMS shall support automation of actions based upon an alarm or event (i.e. alert user, start/stop recording, etc.)
- K. The VMS shall include a video buffer supporting the recording of video immediately prior and immediately subsequent to an alarm or event so the operator can review recorded video footage surrounding the event.
- L. The VMS shall include basic analytic functionality including zone movement, line crossing, object removal, object left behind, loitering and crowding.

2.10 VIDEO STORAGE EQUIPMENT

Design should include the following:

- A. Provide a minimum of thirty (30) days of storage for each site. The District is looking for site based or centralized storage options with preference for a centralized design. Video shall be aged off on a first in first out basis providing the most recent thirty (30) days of video on a rolling basis. Solution should clearly show how storage requirements are calculated based on camera selection, count, and configuration.
- B. The video storage equipment shall be capable of saving specific marked events for longer periods of time and writing marked events to removable media for archival purposes.
- C. Video shall be recorded and stored at a minimum 1280 x 720 (720p) at 15 fps with 50% motion. Video shall utilize H.264 or newer compression (H.265). Various techniques, such as reducing frame rate, may be utilized to reduce the bandwidth and storage requirements of the video streams during periods of no motion depending upon the video management software being provided.
- D. All video storage equipment shall have expandable storage capacity for future growth without replacing any existing equipment.
- E. All video storage across arrays, enclosures and drives shall appear as one (1) consolidated storage pool to the operator unless specific design requirements require alternatives. These requirements should be clearly identified.
- F. Video shall be viewed, played back, and controlled from any viewing station.
- G. All video storage equipment shall provide fault tolerance across all drives, shelves and arrays.
- H. In the event of a drive, shelf or array failure, the video storage equipment shall provide an alert to the system administrator via email or SMS text.
- I. All video storage equipment drives shall be hot swappable and automatically rebuild a fault tolerant array when a new drive is installed.
- J. All network storage shall use redundant power supplies to eliminate the power supply as a single point of failure.
- K. It is the Proposer's responsibility to identify sizing requirements for and/or provide new video storage equipment in sufficient quantity, and of the appropriate size and configuration to support the performance requirements (I/O per second) specified herein. After award, claims by the awarded Proposer for additional payment due to a failure on the Proposer's part to properly size the video storage equipment will be rejected.
- L. Storage Manufacturers:
 - a. Manufacturer provided network video recorders or storage appliances
 - b. Tier 1 enterprise class storage area network or appliance manufacturers such as Dell, HP, Netapp, EMC, IBM or systems designed and optimized for video surveillance and approved by VMS manufacturers.

2.11 SECONDARY VIEWING WORKSTATIONS

- A. As part of your proposal, provide the manufacturer workstation hardware requirements based upon the performance requirements specified.
- B. For each secondary viewing workstation provide the full version of the client software for the respective video management system. The client software shall allow the user to view live video; control cameras; record video; search, playback, export video; and provide an interface for viewing cameras alarms and events on building maps.
- C. The client software shall allow users with the proper authorization to configure devices, set up users, adjust network settings, view system logs and diagnostics, create recording schedules, review and manage alarms and events, and set up motion detection. Permission to access these functions and all other system services shall be configurable with several levels of control for operators, administrators, managers, and guests through the creation of roles.

2.12 PRIMARY VIEWING WORKSTATIONS

A. The District will provide one (1) primary viewing workstation at the Administration Building. As part of your proposal, provide the manufacturer workstation hardware requirements based upon the performance requirements specified.

B. For the primary viewing workstation provide the full version of the client software for the respective video management system. The client software shall allow the user to view live video; control cameras; record video; search, playback, export video; and provide an interface for viewing cameras alarms and events on building maps

C. The client software shall allow users with the proper authorization to configure devices, set up users, adjust network settings, view system logs and diagnostics, create recording schedules, review and manage alarms and events, and set up motion detection. Permission to access these functions and all other system services shall be configurable to with several levels of control for operators, administrators, managers, and guests through the creation of roles.

D. The primary viewing workstation client shall have advanced search capabilities, event logging, and alarm interface displays.

PART 3 - EXECUTION

3.1 MATERIAL AND WORKMANSHIP

A. Non-compliance with any of the following as deemed by the District shall be cause for rejection of work and replacement by the Proposer at no added cost to the District.

B. Modifications shall not be implemented without the written approval from the District.

C. All materials and labor shall be furnished whether mentioned or not to form a complete system operational as per the intentions and description set forth. Include delivery, unloading, placement, fastening to walls, ceiling or other structures where required, interconnecting wiring of the system components, and all other work and materials necessary to form a complete and operational system.

D. As a result of the Proposers work and at the end of each work shift the Proposer will ensure that all dirt, dust and debris is removed. At the end of each work shift the Proposer shall ensure that all tools and uninstalled equipment is stored or removed from each site so students do not have access to them.

3.2 LABELING AND INVENTORY

A. Apply a District provided asset tag to all major pieces of equipment.

B. Apply a mechanically produced label to each camera. Handwritten labels will be rejected. Label shall be placed in a consistent location on each camera. Camera label location and label format shall be approved by the District prior to installation.

C. Provide a Microsoft Excel equipment inventory spreadsheet containing the following information for all equipment installed under this contract:

1. Install date
2. District supplied asset tag number
3. Building location
4. Equipment description
5. Manufacturer model number
6. Manufacturer serial number
7. Data port/ wall jack and port plugged into switch.
8. MAC Address of Camera

D. All Data Cabling is labeled following the Districts labeling scheme. The district labeling scheme follows the following format:

"<location description or room number> - <data closet> - <rack> - <patch panel> - <port>".

For Example: "Rm102-MDF-1-2-24" can be described as a field jack in room 102 is terminated on rack 1, patch panel 2, port 24 of the MDF. The district will provide location descriptions for all data jacks.

In some cases the district may allow alternate/legacy labeling schemes when they are required for consistency in a building.

E. Cut sheets describing all new data cabling in a building will be provided to the district and kept in the data closets. All data closets in a building shall have a copy of data cabling for the entire building.

3.3 INSTALLATION-ANCHORS AND FASTENERS

A. The Proposer shall provide and install anchors, fasteners and supports in accordance with manufacturer's instructions and NECA "Standard of Installation".

B. Anchors and fasteners:

1. Concrete Structural Elements: Use expansion anchors
2. Steel Structural Elements: Use beam clamps
3. Concrete Surfaces: Use expansion anchors
4. Hollow Masonry, Plaster and Gypsum Board Partitions: Use hollow wall fasteners
5. Solid Masonry Walls: Use expansion anchors
6. Sheet Metal: Use sheet metal screws
7. Wood Elements: Use wood screws

C. The Proposer shall not fasten supports to pipes, ducts, mechanical equipment or conduit.

D. The Proposer shall obtain permission from the District before drilling or cutting structural members.

E. Roof shall not be penetrated with any type of fastener.

F. The Proposer will coordinate all pre check with District

3.4 INSTALLATION – VIDEO SURVEILLANCE CAMERAS

A. Prior to installation, conduct site visits to determine exact camera mounting locations and note any field conditions that may affect the mounting location.

B. Follow manufacturer recommendations, applicable codes and standards, common industry "best" practices and these specifications during installation.

C. Apply District provided asset tags and Proposer provided labels. Complete inventory form as specified.

D. The District has defined the following viewing requirements:

1. Detection: This condition allows the operator to determine if an unknown/unidentifiable person is present or not in a scene. Detection shall be defined as 5-10 pixels per horizontal foot.
2. Recognition: This condition allows the operator to determine if an observed person was seen previously or in a different camera scene (tracking). This condition may also provide basic identification of "known" people. Recognition shall be defined as 20-30 pixels per horizontal foot.
 - a. All interior locations with cameras positioned to provide general interior corridor coverage shall meet the viewing requirements for "Recognition" for typical lighting conditions.
 - b. All exterior locations with Cameras positioned to provide general parking lot and service drive coverage shall meet the viewing requirements for "Recognition" for all lighting conditions.

3. Identification: This condition provides facial recognition of unknown individuals and license plate identification of vehicles. Identification shall be defined as 40 - 60 pixels per horizontal foot.

- a. All interior locations with cameras positioned viewing exterior building entrances shall meet the viewing requirements for "Identification" for all lighting conditions.
- b. All exterior locations with cameras positioned to view entrances, exits and other vehicular traffic choke points shall meet the viewing requirements for "Identification" for all lighting conditions.

4. Forensics: This condition allows the operator to identify such things as items being held or passed from hand to hand, observe cash transactions, etc. Forensics shall be defined as 70-90+ pixels per horizontal foot.

E. Meet with the District prior to aiming and setting focal lengths of the cameras to understand the District's intent and purpose for each camera scenario.

F. Test and calibrate cameras as specified herein.

3.5 INSTALLATION – RECORDING, PROCESSING AND STORAGE EQUIPMENT

A. Prior to installation, conduct a site visit to determine available Rackspace, cable routing, WAN connectivity, cable management and miscellaneous hardware requirements.

B. Prior to configuration of the equipment, meet with the District's network staff to discuss IP addressing, routing and VLAN requirements. Discuss network protocol and port requirements.

C. Provide and install the quantity and type of VM's, servers, desktops, and storage per your proposal. Provide and install any additional equipment included with your proposal if necessary to meet the performance requirements specified.

D. Provide all required wire management, shelves, rack mount ears, cables, connectors, Velcro and miscellaneous appurtenances required for a neat professional installation.

E. Provide all required operating system software and licenses. Provide to the District original installation media for all software provided as part of this project.

F. Follow manufacturer recommendations, applicable codes and standards, common industry "best" practices and these specifications during installation.

G. Apply District provided asset tags and Proposer provided labels. Complete inventory form as specified.

H. Test all equipment for proper operation and network operation prior to installation and operation of the video management system software.

3.6 INSTALLATION – VIEWING WORKSTATIONS

A. Prior to configuration of the workstations, meet with the District's network and desktop staff to discuss District desktop standards and network configuration requirements.

B. Provide and install the quantity and type of viewing workstations, as specified. Provide and install any additional equipment included with your bid response if necessary to meet the performance requirements specified.

C. Provide the video management system client software and licenses. Provide to the District original installation media for all software provided as part of this project.

D. Install the video management system client according to the manufacturer's recommendation. Configure the client according to the District's requirements.

E. Test all equipment for proper operation on the network and as a client to the video management system.

3.7 INSTALLATION – VIDEO RECORDING, PROCESSING AND MANAGEMENT SYSTEM (VMS)

A. Prior to configuration of the equipment, Proposer shall meet with the District's network staff to discuss IP addressing, routing and VLAN requirements. Proposer shall discuss network protocol and port requirements.

B. Proposer shall provide and install the quantity and type of storage equipment per their proposal. Proposer shall provide and install any additional equipment included with their proposal if necessary to meet the performance requirements specified.

C. Proposer shall provide all required operating system software and licenses. Proposer shall provide to the District original installation media for all software provided as part of this project.

D. Proposer shall provide all required Video Management System software, camera, user, management station, mobile and remote access software and licenses. The District will need original installation media for all software provided as part of this project.

E. Proposer shall follow manufacturer recommendations, applicable codes and standards, common industry "best" practices and these specifications during installation.

F. Proposer shall meet with the District to determine all system configuration and programming requirements prior to any development of software operation. No allowances will be made for failure to get complete acceptance of system operation prior to system configuration.

G. System programming and configuration shall include but not be limited to the following:

1. Configuration of all features and functions per the District's requirements.
2. Initial focal length and camera angle of each fixed camera. These initial configurations may be adjusted during the system startup period and again ninety (90) days after Substantial Completion.
3. Configure the VSS to record surveillance video for the frame rate, resolution, and retention period as agreed to by the District.
4. Importation of building maps, placement of cameras on the maps, labeling of cameras and configuration of visual alerts.
5. Configuration of VSS users and groups. Meet with the District to discuss levels of user access required, define groups and determine what level of user rights are required for each group.
6. Configure VSS logging and reporting. VSS managers shall be able to audit system usage by user, time and content. VSS managers and administrators shall be able to generate reports showing bandwidth usage, storage usage and other metrics to determine the health and utilization of the VSS.
7. Configuration of the primary viewing system. Meet with the District to determine default viewing station configurations, menus and screen layouts.
8. Configuration of the secondary viewing systems. Meet with the District to determine default viewing station configurations, menus and screen layouts.
9. Configuration of alerts and alarms. Meet with the District and determine types of alerts and alarms required and how the alarms shall be transmitted (i.e. email, text, etc.) These alerts and alarms shall consist of both surveillance alerts (movement, tripwires, etc.) and system alerts (server outages, low storage, faulty camera, etc.). Configure alarms and alerts per the District's requirements.
10. Configure the VSS with the latest stable shipping version of the software and clients.
11. Configure all cameras and storage devices with the latest stable shipping firmware. Firmware revision level shall be consistent across all hardware of the same type (i.e. all cameras of the same type shall contain the same firmware revision level).
12. Provide and configure the VRPMS servers using virtualization.
13. Meet with the District to determine camera group and special scenario requirements. Configure camera groups and scenarios per District's requirements.

3.8 INSTALLATION – TIMELINE

A. Complete all Phase I Video Surveillance System work for Substantial Completion on or before 8/24/18.

B. Provide a work plan that indicates how you will provide the required deliverables and services. The plan shall demonstrate that the proposal meets all the criteria identified in Part 2 and Part 3 of the Request for Proposals and shall address the following:

1. Major tasks to be performed
2. Proposed schedule for each task showing completion on or before 8/24/18
3. Deliverables to be provided as a component of each task
4. Resources to be assigned to each task

The District will work with the selected vendor to review and finalize the proposed plan.

3.9 PROPOSER SYSTEM CHECKOUT

A. Before final testing is scheduled, the Proposer shall perform his own systems checkout. Furnish all required test equipment and shall perform all work necessary to determine and/or modify performance of the system to meet the requirements specified. This work shall include the following:

1. Network Checklist:
 - a. Verify proper TCP/IP protocols and network configurations are enabled and functioning as designed.
 - b. Verify network documentation is update to date, accurate, and complete.
 - c. All new data cabling is labeled, tested and certified. Provide District a copy of test results.
 - d. Change all default passwords on ALL equipment and provide this information to District.
2. Camera Checklist:
 - a. Verify camera power system meets requirements that were communicated to the district (for District provided network switches).

3.10 SYSTEM PERFORMANCE, TESTS AND ADJUSTMENTS

A. Testing Personnel: The Proposer shall have a minimum of two (2) persons knowledgeable as to the systems as installed available for testing and adjustment with the District.

3.11 FINAL TESTING

A. The testing work shall be performed after the installation work has been completed, but prior to ANY use of the system. During the testing work, the installer shall have on the job, one competent technician who is familiar with the project, and who shall be prepared to stay as long as his/her services are needed.

B. The Proposer, at the Proposer's expense, shall rectify any components not found to function in a satisfactory manner as defined by this specification.

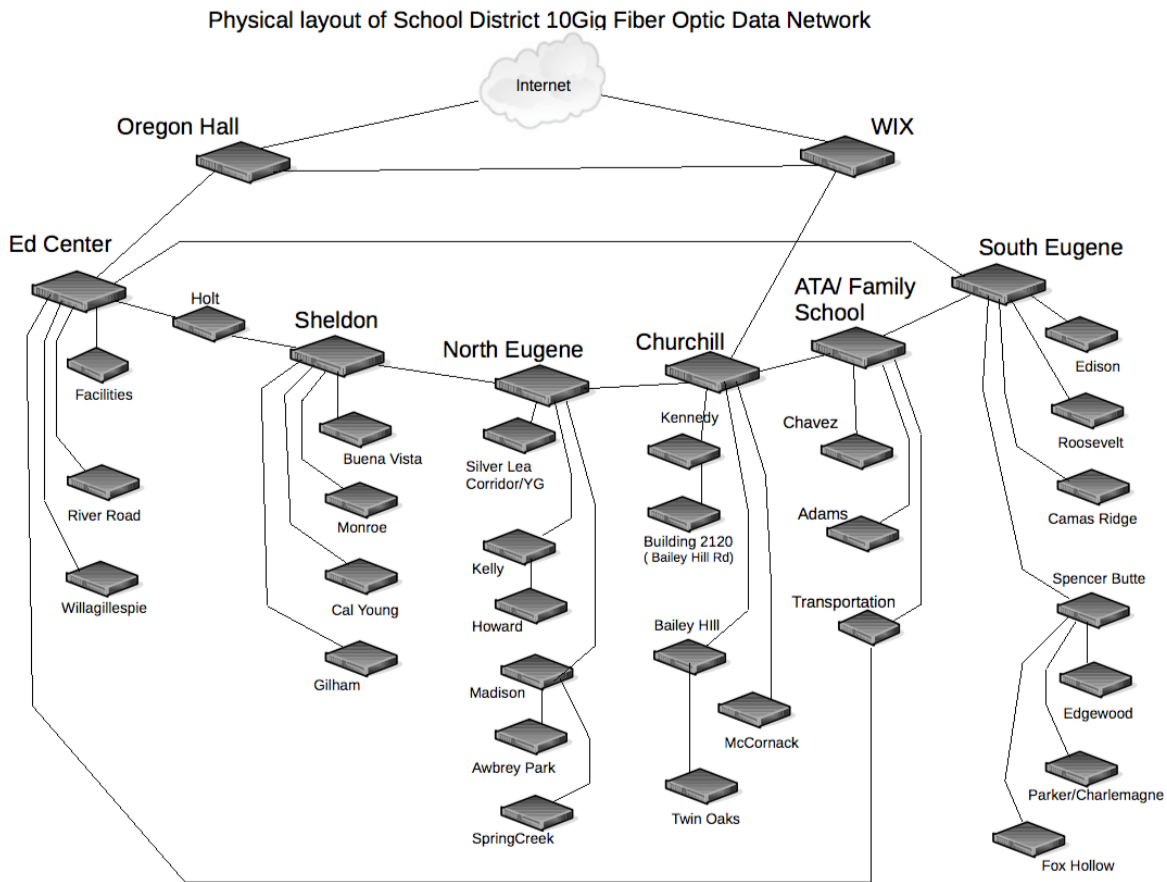
C. The Final Testing shall be made in the presence of the District.

- a. Camera power source and level
 - b. Verify lens is correctly configured and calibrated (use of filters)
 - c. Verify proper Automatic Gain Control (AGC) level
3. System Checklist:
 - a. All System equipment installed per the installation guide
 - b. Network systems verified prior to powering on the system
 - c. Verify all System software is latest release for your application
 - d. Verify system management server has correct time and time zone
 - e. Verify DHCP scopes configured or static IP addresses are correctly configured

- f. Verify all devices have synchronized times with the system management server
 - g. Verify all devices have registered with the system management server
 - h. Verify correct video rate is selected
 - i. Verify operation of all System components
4. Align all equipment for optimum performance and to meet manufacturers' published specifications.

3.12 DRAWINGS AND DOCUMENTATION

- A. All tuning and adjustment shall have hard copy data bound and turned over to the District. Submit record drawings and Documentation of Tests, Measurements and Adjustments performed. All submittals shall be furnished before final payment is released.
- B. The original submittal of all drawings shall be corrected for record purposes and show all changes and additions.
- C. Detailed documentation and drawings of installation layout and performance shall be submitted for review within thirty (30) days of completion of work.
- D. All drawings and the information contained therein become the sole property of the District.



PROPOSAL SUBMISSION GUIDELINES

GENERAL

- A. The term "vendor" or "proposer" shall refer to the firm or individual submitting a proposal.
- B. All proposals must be submitted utilizing the pages provided herein for that purpose.
- C. Proposer may submit a proposal on any or all items as given in the specifications and/or any single item.
- D. Proposals shall have arrived (by mail or hand delivery) to the specific location within the time specified herein. FAX (facsimile) proposals are unacceptable. Delivery is the sole responsibility of the Proposer.
- E. By submitting a proposal, the proposer certifies that the proposal has been arrived at independently and has been submitted without collusion designed to limit competition.
- F. The proposal submitted shall be signed in ink by a representative of the company authorized to bind the firm. Alterations or erasures shall be initialed in ink by the firm representative signing the document.
- G. The District is not liable for any cost incurred by a proposer prior to issue of a contract.

PROPOSAL SUBMITTAL

One original and four (4) copies of the sealed proposal, including all exhibits, shall be accepted until June 14th, 2018 at 2:00 pm, submitted to Amanda Clinton, Facilities Management; Lane County School District 4J; Financial Services Office; 715 W 4th Street, Eugene, OR 97402. Sealed proposals shall be labeled on the outside with "RFP 18-450 Video Surveillance System.". In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening. No electronic, or faxed proposals will be accepted.

PROPOSAL FORMAT

Proposals should contain a clear and concise description of what is being proposed and be fully responsive to all specific questions and concerns indicated in this RFP. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each proposal. Failure to submit a proposal in accordance with the provisions of this Section may be grounds to declare the proposal non-responsive. Failure to provide any information requested may result in rejection of your proposal. To provide consistency in the review of the proposals, firms are requested to prepare their responses in the format below:

Proposal is to include all required information to address items listed in this solicitation including information requested in Appendix A- Proposal Certifications and Appendix B – Proposal Signature Page and is requested to be submitted in hard copy and electronic copy.

- A. Hard copy/Paper
 - 1. One (1) complete original, signed in ink
 - 2. Four (4) copies of the proposal
 - 3. Printed with a font size no smaller than 10 point on 8-1/2 x 11 size paper
 - 4. Elaborate art work, expensive paper, and expensive visuals are not necessary

OFFER CONTENT

Proposal should be organized in the following order: Title Page/Cover Letter, Appendix A, Appendix B, Response to Requirements and any remaining information. Proposers are cautioned to provide as much detail as possible pertaining to their price, capabilities, and experience providing the services requested in this solicitation. Do not assume the District or evaluation team is familiar with the Proposer. Concise and direct answers are encouraged. The specifications, characteristics, and requirements listed in this solicitation are in no way to be considered to be exhaustive.

**HARD COPY IS THE OFFICIAL SUBMISSION AND MUST MEET LISTED DEADLINE TO BE CONSIDERED
EVALUATION OF PROPOSALS**

PROPOSAL REJECTION

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements
- B. to reject any proposal(s) not meeting the specifications set forth herein
- C. to waive any or all irregularities in proposals submitted
- D. to consider the competency of proposers in making any award
- E. to follow the provisions of Section 137-046-0300 of the Oregon Attorney General's Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work
- F. to reject all proposals and cancel the RFP, including after Notice of Intent, prior to contract issuance
- G. to award any or all parts of any proposal
- H. to request references and other data to determine responsiveness
- I. to award any or all parts of a solicitation
- J. to request interviews of highest or all proposers
- K. to conduct discussions and negotiations, and request Best and Final Offers per the provisions of OAR 137-047-0261 of the Oregon Attorney General's Model Public Contract Manual

PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

CLARIFICATION OF PROPOSALS

After Opening, the District may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.

NEGOTIATION

The District may only conduct Discussions or Negotiate with Proposers in accordance with ORS 279B.060(8). After Award of the Contract, the District may only modify an awarded Contract in accordance with District policy.

RESERVATION IN EVALUATION

The District selection committee reserves the right to either: a) request "Best and Final Offers" from the top tier vendors and award to the lowest priced, b) to re-assess the proposals and award to the vendor determined to best meet the overall needs of the District, or c) award to multiple vendors.

If the District receives offers identical in price, fitness, availability and quality, and chooses to award a contract, the District shall award the contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

PROTEST OF AWARD

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

EVALUATION CRITERIA

Proposals will be initially reviewed for completeness and compliance with the requirements of the RFP. Proposals that are incomplete, do not meet requirements of the RFP, or otherwise deemed by the District as "non-responsive" will be rejected. Proposals considered complete, or "responsive", will be reviewed and rated based on the following criteria and point scale:

EVALUATION SCORING

<u>Criteria</u>	<u>Points</u>
Unit Price/Extended Unit Price (page 9, Section 1.4 – 1.5)	20 points
Warranty/Maintenance Requirements (page 9 Section 1.6)	30 points
Training and Support (page 9 Section 1.7)	10 points
Qualifications (page 10 Section 1.8)	20 points
Project Timeline and Work Plan (page 19 Section 3.8)	30 points
TOTAL	110 points

EVALUATION COMMITTEE

A selection committee of District staff will review and rate the written proposals and identify if interviews are required. If required, Interviews will be held at a time and date to be designated. Based on the number and quality of the proposals submitted, the District reserves the right, at the District’s sole discretion, to make an award without interviews. In such a case, the point scores will be based solely on the 110 points allocated to the proposal process.

GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

All proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules, and the District Board Policy. The District reserves the right to reject any and all proposals received as a result of this request for proposal, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the proposal of the successful vendor(s) will become the contractual obligation, if a contract ensues. Failure of the successful vendor(s) to accept these obligations may result in cancellation of the award. The selected vendor(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the vendor will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2. ORDINANCES, PERMITS, LICENSES

The proposer shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The proposer shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

All permits, licenses, and inspection fees necessary for the manufacture and delivery of the requested items shall be secured and paid for by the proposer.

3. WAIVER OF PROVISIONS

Proposer agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.

4. TERMINATION

4.1 For Default. This contract may be terminated by either party upon not less than seven (7) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this contract or any supplements thereof. If Selected Proposer defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the District may terminate the contract, and at the District's option, obtain performance of the work elsewhere. If the contract is terminated for default, Selected Proposer shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the District resulting from such default(s) shall be deducted from any money due or coming due to Selected Proposer. Selected Proposer shall bear any extra expenses incurred by the District in completing the work, including all increased costs for completing the work, and all damage sustained, or which the District by reason of such default may sustain.

4.2 For Public Convenience. This contract may also be terminated by the District in the event that the project is permanently abandoned, as determined in the sole discretion of the District. The District may terminate the contract in whole or in part whenever the District determines, in its sole discretion that such termination is in the interests of the District. Whenever the contract is terminated in accordance with this paragraph, the vendor(s) shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the District at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the District.

5. CONTRACT BREACH

In the event of a breach by the proposer of any of the provisions of this contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the Proposer.

6. DAMAGES

The proposer shall be liable for any damage to the District resulting from his refusal or failure to complete the work under this contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

7. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent of the law, the proposer will defend, indemnify, hold harmless and reimburse the District, its officers, board members, agents, and employees, from all claims, demands, suits, actions, penalties, damage expenses or liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the proposer, the proposer's indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by the District.

8. INSURANCE

The Proposer shall maintain in force for the duration of this agreement an Umbrella Insurance policy with limits not less than \$3,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own.

Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30 day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The proposer shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The proposer shall provide a certificate of insurance to the District as evidence of coverage containing a 30 day notice of cancellation clause.

Equipment and Material: The proposer shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The proposer shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general proposer in this contract. The proposer shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the District.

9. COPYRIGHTS

The proposer agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase herein. The proposer further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

10. LIENS, CLAIMS, OR ENCUMBRANCES

The proposer warrants and represents that all the goods and materials contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.

11. DELIVERY INFORMATION

Delivery shall be on any working day (Monday through Friday except holidays) as defined in the RFP. All deliveries are FOB DESTINATION, unless otherwise stated. The proposer agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or, destruction shall not release the proposer from any obligation under this contract. No charges will be allowed

for handling which includes, but is not limited to, packaging, wrapping, bags, containers, or reels, etc., unless specifically stated hereon.

12. DEFECTIVE ITEMS

The Proposer agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the District or proven defective during the agreed warranty period, and to be responsible for ALL TRANSPORTATION costs for return thereof to the Proposer and, when repaired or replaced, the return thereof to the District. Any rejection of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense.

13. DELIVERABLES

All goods or materials purchased herein are subject to the approval of the District. Any rejections of materials or services, whether held by the District or returned, will be at the proposer's risk and expense. All invoices and/or documents affecting this contract shall contain the applicable purchase order number. Pursuant to this contract, packing lists indicating the content therein shall be enclosed with each and every shipment.

14. TIME OF DELIVERY

All deliveries are to be made according to the delivery schedule stated herein. No exception to the delivery schedule shall be allowed unless prior written approval is first obtained from the District Purchasing Department. Time of delivery is of the essence and the District reserves the right to cancel any undelivered portion of any order for failure to deliver on time. Any failure of delivery may be considered a breach of this contract and damages calculated according to the provisions of this contract.

15. REPRESENTATIONS AND WARRANTIES

AUTHORITY; BINDING OBLIGATION. Contractor represents and warrants that (i) Contractor has the power and authority to enter into and perform the Contract; and (ii) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

WARRANTY ON SERVICE STANDARDS. Contractor represents and warrants that: (i) Contractor shall perform all Services in accordance with the highest applicable professional and/or industry standards using only materials and workmanship of first quality; (ii) Contractor shall at all times during the term of the Contract utilize only personnel to perform the Services who are qualified, competent, licensed and certified; (iii) at all times during this Contract, Contractor shall be qualified, competent and current with any necessary licenses to perform the Services; and (iv) all subcontractors, if any are authorized and have been paid in full prior to Contractor's receipt of payment under the Contract.

16. CONTRACT PAYMENTS

All payments to the proposer shall be remitted through the District's normal accounts payable procedures and schedules. Furthermore, the provisions or moneys due under this contract shall not be assignable. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is LATER. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. As a prerequisite, invoices must reflect agreed upon list price and extension. **All invoices shall be sent to Eugene School District 4J, Attention: Accounts Payable, 200 N. Monroe, Eugene OR, 97402-4295.**

17. WITHHOLDING PAYMENT

In the event the District determines that Selected Proposer has failed to perform any obligation under this contract within the times set forth in this contract, then the District may withhold from amounts otherwise due and payable to Selected Proposer the amount determined by the District as necessary to cure the default, until the District determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Selected Proposer to termination or damages, provided that the District promptly gives notice in writing to Selected Proposer of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due.

18. RIGHT TO AUDIT

The District reserves the right to audit, at reasonable times and places, the books and records of any proposer who has submitted cost or pricing data according to the terms of a contract, to the extent that such books and records relate to such cost or pricing data. Any vendor who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract.

19. PRICING

During the period of the contract, the District reserves the right to perform a spot market analysis to ensure competitive prices are obtained. As part of this analysis, the District can go elsewhere for an item or items if a lower price can be obtained. The proposer has a pre-emptive right to honor the lower price for this item if it wishes.

Prior to the end of a contract year, if a contract extension is available, the District will perform an annual review of the program to determine if the program has performed successfully. If the review results are successful, the District will offer a one year extension to the contract. Renewal periods are the only opportunity for price increases. Pricing for services should increase no more than the US Urban Consumer Price Index annually. Any price increase over the US Urban Consumer CPI shall be justified in writing with documents supporting the reason for the increase. Any price decreases experienced during the contract period shall be passed on to the District immediately.

20. DISTRICT PERSONNEL

No officer, agent, consultant, or employee of the District shall be permitted any interest in the contract.

21. CONTRACT ALTERATIONS

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent of Purchasing.

22. ORDER OF PRECEDENT

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions, the solicitation document, then the proposal document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given first to Board Policy then the Rules Manual.

23. OTHER GOVERNMENT AGENCIES

Pursuant to ORS 279A.215 "Permissive Cooperative Procurements" other government agencies shall have the power to establish contracts under the terms, conditions, and prices of the original contract if the Selected Proposer (contractor) agrees. No material change may be made in any terms, conditions, or pricing from those established in the original contract between the District and Selected Proposer.

24. NONDISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

25. PROVISIONS BY REFERENCE

The following provisions of the Oregon Revised Statutes are conditions or clauses of this text and incorporated by reference. Copies of the full text are available upon request.

279B.220	CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING
279B.235	CONDITIONS CONCERNING HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS; EMPLOYEE DISCUSSIONS OF RATES OF PAY OR BENEFITS
279B.230	CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

26. HAZARDOUS MATERIALS

Orders will not be accepted if they contain any hazardous materials and arrive without labeling and safety data sheets (SDS, essentially similar to Form OSHA 20) meeting Oregon Administrative Rule 437-Division 2, Subdivision Z, Appendix C and D.

27. RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document (ORS 279B.270(2)). Preference for the purchase of recycled materials shall be in accordance with ORS 279A.125.

28. USE OF TOBACCO PRODUCTS

Smoking and the other use of tobacco products is prohibited on all District property, pursuant to OAR 581-021-0110.

29. FINGERPRINTING

Individuals with whom the District contracts with, or any employee, agent or subcontractor of Provider who will have direct, unsupervised contact with students, shall be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. Individuals or Proposer, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs. Selected contractors will also be asked to complete the Volunteer Background Check process. Upon successful execution of a contract, specific directions will be supplied to meet these requirements.

30. INDEPENDENT CONTRACTOR

The Proposer is an independent contractor, not an agent of the District, and nothing in this relationship shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Proposer and the District. Neither the Proposer nor the District shall have the authority to make any statements, representations, nor commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party being bound.

31. DISPUTE RESOLUTION

31.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between the District and Selected Proposer that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any

court. **SELECTED PROPOSER BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSON JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 31.1.**

1.2. Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

32. DEBARMENT CERTIFICATION.

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the School District, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

33. TAXES

The District is tax exempt. All taxes shall be the responsibility of the Proposer.

34. NON-APPROPRIATION OF FUNDS

If the District's legislative body or other funding authority does not appropriate funds for contract payment for contract year or any subsequent appropriation period and District does not otherwise have funds available to lawfully pay the contract payments ("Non-Appropriation Event") District may, subject to the conditions herein and upon prior written notice to Proposer ("Non-Appropriation Notice"), effective 60 days after the later of Proposer's receipt of same or the end of the District's appropriation period ("Non-Appropriation Date"), terminate the contract and be released of its obligation to make all contract payments due after the Non-Appropriation Date. As a condition to exercising its right under this addendum, District shall: (1) provide in the Non-Appropriation Notice a certification of responsible official that the Non-Appropriation Event has occurred, and (2) pay Proposer all sums payable to Proposer under the contract for services received, excluding termination fees, up to the Non-Appropriation Date.

**APPENDIX A
PROPOSAL CERTIFICATIONS
LANE COUNTY SCHOOL DISTRICT 4J
RFP 18-450 VIDEO SURVEILLANCE SYSTEM**

COMPLETE BOTH SECTIONS I AND II ON THIS PAGE

I. NONDISCRIMINATION CLAUSE

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any Purchase Order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Proposer: _____

Doing Business As (if applicable) _____

Address: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

II. RESIDENT CERTIFICATE

Please Check One:

_____ Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal, has a business address in this state and has stated in this proposal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

_____ Non Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

**APPENDIX B
SIGNATURE PAGE
LANE COUNTY SCHOOL DISTRICT 4J
RFP 18-450 VIDEO SURVEILLANCE SYSTEM**

The undersigned Proposer agrees to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated, and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned Proposer agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by District policies and regulations.

The undersigned Proposer, by submitting a proposal, represents that:

- A. Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.
- B. The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this RFP may disqualify Proposer as being non-responsive.

The undersigned Proposer certifies that the proposal has been arrived at by Proposer independently and has been submitted without any collusion designed to limit independent competition.

The undersigned Proposer certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ to No. _____ inclusive.

The undersigned Proposer, therefore, offers and makes this proposal on furnishing the requested services at the prices indicated herein and in fulfillment of the specifications of the District, as stated in this RFP.

Legal name of Proposer: _____

Doing Business As (if applicable): _____

Address: _____

Telephone Number: _____ FAX Number: _____

Federal ID Number: _____ URL Address: _____

Email Address: _____

Officer's Signature: _____ Date: _____

Type or Print Officer's Name: _____

**APPENDIX C
SAMPLE CONTRACT
LANE COUNTY SCHOOL DISTRICT 4J
RFP 18-450 VIDEO SURVEILLANCE SYSTEM**

**CONSTRUCTION CONTRACTOR AGREEMENT TERMS & CONDITIONS
with PERFORMANCE BOND AND PAYMENT BOND AND PREVAILING WAGES**

This Construction Contractor Agreement between the DISTRICT and the CONTRACTOR includes the following terms, conditions, and provisions:

- 1. DECLARATION OF INDEPENDENT CONTRACTOR:** CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, registrations, certificates, and licenses that may be required to carry out the work to be performed under this agreement. The CONTRACTOR represents that the CONTRACTOR qualifies as an independent CONTRACTOR as evidenced by agreement to the conditions of this contract. The CONTRACTOR represents that all the information in the agreement is true and the DISTRICT may contact individuals and corporations to verify this information. The DISTRICT relies upon the representation of the CONTRACTOR. In the event the CONTRACTOR is determined not to be an independent CONTRACTOR for the purpose of providing these services to the DISTRICT, then the CONTRACTOR will reimburse the DISTRICT's full costs and damages associated with or in any way related to this determination.
- 2. CONTRACTORS' REGISTRATION:** The CONTRACTOR and each Subcontractor shall be registered, prior to the commencement of the Work, and maintain, for the duration of the Project, a registration with the Oregon State Construction CONTRACTORS' Board.
- 3. RESPONSIBILITY TEST:** CONTRACTOR certifies that the contractor: a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; b) has a satisfactory record of past performance; c) has a satisfactory record of integrity, is not disqualified under ORS 279C.440; and d) is qualified legally to contract with the DISTRICT.
- 4. PERMITS, FEES AND NOTICES:** The DISTRICT will pay the plan check fee, building permit fee, and systems development charges directly to the authority having jurisdiction. The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work of this contract. The CONTRACTOR shall secure and pay for all other permits, fees and inspections necessary for the proper execution and completion of the Contract, which are legally required when bids are received or negotiations concluded. The CONTRACTOR shall pick up permits and call for inspections through final inspection, as required by the City Building Department.
- 5. USE OF SITE:** Check in daily with the school or facility office personnel and the building custodian to coordinate construction activities with the ongoing activities at the building.
- 6. BACKGROUND CHECK –If there is potential for direct, unsupervised contact with students, the following Fingerprint and Background Check Requirements apply. Complete the Following Steps 1 through 3**
 1. **Payment of ODE Fee:** To complete the requirements of the Oregon Department of Education (ODE), the Contractor must go to the District Financial Services located at the Education Center building, at 200 North Monroe, Eugene, OR 97402. Upon entering the front entrance, Financial Services is the first office on the right. The ODE processing fee for the background check is \$59.00. The individual will be required to indicate name, the name of the company they represent, contact phone #, and contact email. The \$59.00 payment is required at that time.
 2. **Lane County School District 4J Background Check:** To complete the Lane County School District 4J background check please follow the step below.
 - a. Visit: <https://SAMPLE> . Enter the requested information.

3. Independent Contractor Federal Fingerprint and Background Check Process through FieldPrint: To complete the federal background check please follow the below steps. If you have any questions please contact the Human Resources office at 541-790-7660.

- a. Visit: FieldprintOregon.com
- b. Click on the "Schedule an Appointment" button.
- c. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
- d. Enter the Eugene School District Fieldprint Code – **SAMPLE**
- e. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.
- f. During this process you will need the 4J "Institution ID #" which is **XXXX**.
- g. At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.
- h. A registration fee of \$12.50 will be due to Fieldprint during the scheduling of an appointment.
- i. If you have any questions or problems, you may contact the Fieldprint customer service team at 877-614-4364 or customerservice@fieldprint.com

7 SMOKING, DRUG AND ALCOHOL POLICIES: Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110. District Policy prohibits the possession, use or distribution of illicit drugs and alcohol on school premises. Anyone under the treatment of a physician who must bring prescription medications to the workplace shall carry the medicines in the original container bearing the name of the drug, the name of the physician and the prescribed dosage. The CONTRACTOR is required to demonstrate that an employee drug testing program is in place.

8. POTENTIALLY HAZARDOUS PRODUCTS: The District attempts to maintain a safe and healthy environment for students and staff. The Contractor is therefore required to follow District guidelines controlling the use of potentially hazardous products and to use these products in a safe manner.

SDS information is required for all potentially hazardous products. The Project Manager and a District Safety Specialist will review these and determine what, if any, mitigation procedures will be required. Contractor is to maintain and post copies of all SDS information at the project site and adhere to the required controls.

Contractor is to ensure that work area access by students and teachers is restricted. The District will provide signage appropriate for this purpose. The contractor is to construct and maintain appropriate barriers.

9. ASBESTOS CONTAINING MATERIALS: Prior to commencing work on-site, the CONTRACTOR shall contact the District Asbestos Specialist, to review the Asbestos Management Plan for the site where the work will be performed. The CONTRACTOR shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. The DISTRICT will investigate and test for asbestos containing materials and, if required, remove such materials as required for the Work. CONTRACTOR is required to sign an Asbestos Containing Materials Notification Statement as supplied by DISTRICT prior to commencing Work. The CONTRACTOR shall use no asbestos-containing materials in the Work and shall so certify.

10. SAFETY REQUIREMENTS: Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. All CONTRACTORS who perform work on District property, and their employees, are expected to know the DISTRICT's expectations for safe work and to adhere to those expectations. CONTRACTOR shall adhere to the regulations of Oregon OSHA for all projects within the School District.

11. ELECTRICAL REQUIREMENTS:

LOCKOUT/TAGOUT: Contractor shall implement a Lockout/Tagout program for employees who take equipment out of service or place equipment back into service after repair. Contractor shall review the District's Energy Control Program prior to commencing work. Rules applying to this procedure are Oregon Occupational Safety and Health Code OAR 437-002-0140, General Environmental Controls Lockout/Tagout (1919.147), or latest version.

ARC FLASH – ELECTRICAL SAFETY: Contractor shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. Contractor shall comply with Oregon OSHA 1910.137 (Personal Protective Equipment). The Contractor shall review with the School District Project Manager the 'Eugene School District Electrical Safety Program' before any work commences. The Contractor shall comply with all 'Arc Flash' and 'Electrical Safety' protocols referenced in any and all NFPA, OSHA, OROSHA, NEC, NESC, UL, IBC, IFC and ANSI documents (current editions).

12. CONFINED SPACE REQUIREMENTS: If work requires entering underground fuel storage tanks, utility tunnels, sewer vaults (where septic systems are located) or fireboxes on boilers, a permit and special training is required, when necessary under OAR 437-002-0140.

13. HOLD HARMLESS AND INDEMNIFICATION: To the fullest extent of the law, the Contractor will defend, indemnify, hold harmless and reimburse the Eugene School District 4J (including its officers, board members, agents, and employees) from all claims, demands, suits, actions, penalties, and damage expenses, for liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Contractor, the Contractor's indemnity obligation exists only to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor, or the fault of the Contractor's agents, representatives or subcontractors, contributed to or caused such damage, whether or not such incidents are contributed to or caused in any part by Eugene School District 4J.

14. INSURANCE: The Contractor shall maintain in force for the duration of this agreement, the following:

General Insurance: The Contractor shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager.

Workers' Compensation: The CONTRACTOR shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws.

Equipment and Material: The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Course of Construction: The CONTRACTOR shall maintain an all-risk policy covering the replacement cost of the Work during the course of construction. The policy shall include the interests of the DISTRICT and the Architect. The amount of insurance shall equal the completed value of the contract.

Property Insurance: The CONTRACTOR shall purchase from and maintain in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all risk" policy form, including builder's risk/installation floater, whichever is appropriate, in the amount of the initial Contract Sum, plus the value of subsequent modifications and the cost of materials supplied by others, comprising the total value of the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or until no person or entity other than the DISTRICT has an insurable interest in the property required by this paragraph to be covered, whichever is later. The insurance shall include interests of the DISTRICT, Architect and CONTRACTOR, Subcontractors, and sub-subcontractors in the Project.

Evidence of Coverage: Evidence of the above coverages issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. It is the Contractor's obligation to provide the 30 days notice if not done so by the Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

Subcontractors: The CONTRACTOR shall require all Subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage equivalent to

those required of the general CONTRACTOR in this contract. The CONTRACTOR shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the DISTRICT's Risk Manager.

15. PERFORMANCE BOND AND PAYMENT BOND: The Contractor shall furnish a Performance bond and a Labor and Materials Payment bond covering faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by School District 4J's Risk Manager. The cost of the Bond shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Submit on AIA Document A312, latest edition.

The Contractor shall deliver the required bonds to the DISTRICT with the executed Agreement. The Contractor shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

16. OWNERSHIP OF WORK PRODUCT: All work products of the CONTRACTOR, which result from this contract, shall be the exclusive property of the DISTRICT and shall be delivered to the DISTRICT upon completion of the work or termination of this contract, except as otherwise agreed in writing.

17. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services agreed upon. The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

18. REIMBURSEMENT OF EXPENSES: The DISTRICT shall not be liable to CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless previously agreed to in writing.

19. FRINGE BENEFITS: Because CONTRACTOR is engaged in CONTRACTOR's own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the DISTRICT.

20. HOURS OF LABOR: No person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in the cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and a half of the regular pay for all time worked.

- a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

The Contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week the employees may be required to work.

21. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES: The Contractor shall: (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the Work provided for in such contract. (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

22. PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this contract are subject employers and must comply with ORS 656.017.

23. PAYMENT OF CLAIMS BY PUBLIC OFFICERS: If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a Subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of such contract. The payment of a claim in this manner shall not relieve the CONTRACTOR or the CONTRACTOR's surety from obligation with respect to any unpaid claims.

24. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be collected, withheld or paid by the DISTRICT on behalf of the CONTRACTOR or of employees of the CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

25. PREVAILING WAGE RATES: When the total price of the Project is \$50,000 or more, each worker in each trade or occupation employed in the performance of this Contract either by the contractor, subcontractor or other person doing or contracting to do contracting for the whole or any part of the Work on the Contract shall be paid not less than the applicable prevailing rate of wage.

- a. The existing Oregon prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations is the applicable rate.
- b. The DISTRICT will pay the public works fee to Oregon Bureau of Labor and Industries.
- c. Certification of rate or wage by Contractor or Subcontractor (ORS 279C.845):
 1. The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the applicable state prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certificate and statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.
 2. If the Contractor does not file certified payroll as required (at least once per month) the DISTRICT will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.
 3. If a first-tier Subcontractor does not file certified payroll reports as required, the prime Contractor shall withhold 25% of amounts due the first-tier Subcontractor.
 4. Each certified statement required by subsection (1) of this section shall be delivered or mailed by the contractor or subcontractor to the public contracting agency. Certified statements shall be submitted to the public contracting agency once a month by the fifth business day of the following month, for each week workers are employed. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.
 5. Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.
 6. Certified statements received by a public agency are public records subject to the provisions of ORS 192.410 to 192.505. As such, they must be made available upon request.
- d. For every bid \$100,000 or greater, all Contractors and Subcontractors shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt ORS 279C.830(2)(a); OAR 839-025-0020(6)(e).

- e. Contractor shall include in every subcontract a provision requiring their Subcontractors to have a public works bond filed with the CCB before starting work on the project, unless exempt. Contractors shall verify that all of their subcontractors have filed a public works bond with the CCB.

26. SUBCONTRACTORS: The CONTRACTOR shall include in any subcontract for property or services entered into by the CONTRACTOR and Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- a. A payment clause that obligates the CONTRACTOR to pay the Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the CONTRACTOR by the DISTRICT under such contract; and
- b. An interest penalty clause that obligates the CONTRACTOR to pay to the Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to the above paragraph for the period beginning on the day after the required Payment date and ending on the date on which payment of the amount due is made; computed at the rate specified in ORS 279C.580.

27. PROJECT CLOSEOUT: When the Work is determined to be complete:

- a. Return all keys to DISTRICT Representative.
- b. Where warranties are required, submit original warranty certificates and indicate dates of coverage.
- c. Submit any operation and maintenance information required by technical specifications.
- d. Submit any as-built drawings or other as-built documentation required by technical specifications.
- e. Submit AIA Document G707 Consent of Surety Company for final payment.
- f. Submit Affidavit of Prevailing Wages Paid (Sample will be furnished at completion of work).
- g. Submit Asbestos-Containing Materials Statement (Sample will be furnished at completion of work.)
- h. Certificate of Insurance evidencing continuation of liability coverage including coverage for completed operations until the expiration of the specified warranty periods
- i. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
- j. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.

28. NON-DISCRIMINATION: The CONTRACTOR, by signing this agreement certifies that the CONTRACTOR has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontracts.

The CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications, and that they are otherwise in compliance with all federal, state and local laws prohibiting discrimination, with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the School District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

29. FOREIGN CONTRACTORS: In the event this Contract is awarded to a contractor not domiciled in or registered to do business in the State of Oregon and the contract price exceeds \$10,000.00, the CONTRACTOR shall promptly report to the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The DISTRICT will satisfy itself that the requirement of this subsection has been complied with before it issues a Final Payment.

30. TERMINATION WITH CAUSE: With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- a. Material violation of this agreement.
- b. Any act exposing the other party to liability to others for personal injury or property damage.

31. REMEDIES: In the event of a termination of this contract by the DISTRICT, because of a breach by CONTRACTOR, the DISTRICT may complete the work either by itself or by contract with other persons, or any combination thereof. CONTRACTOR shall be liable to the DISTRICT for any costs or losses incurred by the DISTRICT arising out of or related to the breach, including costs incurred in selecting other CONTRACTORS, time delay losses, attorney fees, and the like, less the remaining unpaid balance of the consideration until DISTRICT's costs and losses have been determined, at which time the DISTRICT may offset any such amount due CONTRACTOR against costs and losses incurred by DISTRICT.

32. TERMINATION OR SUSPENSION OF CONTRACT FOR CONVENIENCE: Any contract may be terminated, or temporarily suspended, by the DISTRICT in the event that the project is permanently abandoned, or deferred, as determined in the sole discretion of the DISTRICT. The DISTRICT may terminate, or suspend, any contract in whole or in part whenever the DISTRICT determines, in its sole discretion, that such action is in the DISTRICT's best interest. Whenever any contract is terminated, or suspended in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at contract prices for completed items of work. An equitable adjustment in any contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. For suspended work, the CONTRACTOR will be entitled to five percent (5%) per year of the value of the work suspended, only if ultimately completed, and reasonable re-mobilization costs, if applicable. Termination or suspension of any contract by the DISTRICT at any time during the term for convenience, shall not constitute a breach of any contract by the DISTRICT.

33. ASSIGNMENT: CONTRACTOR shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the DISTRICT's prior written approval.

34. NO AUTHORITY TO BIND CLIENT: CONTRACTOR has no authority to bind or obligate the DISTRICT or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

35. NON-WAIVER: The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

36. NOTICES: Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

37. CHOICE OF LAW: Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon.

38. ATTORNEY'S FEES: In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

39. ENTIRE AGREEMENT: This is the entire agreement of the parties, and supersedes any prior agreement.

40. SEVERABILITY: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

41. AMENDMENTS: This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

42. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK: The allowance for the combined overhead and profit included in the total net cost to the DISTRICT shall be based as follows:

a. The maximum allowable hourly wage rate for Changes to the Work shall be the appropriate Base Wage Rate plus Fringe Rate as listed for each occupation in the Prevailing Wage Rate for Public Works Contracts in Oregon manual issued by the Oregon Bureau of Labor and Industries (the current issue in effect on the date the quote is first advertised and/or a quote is first requested); multiplied by 1.20. An amount for Overhead and Profit may be added in accordance with section b through h below.

b. For the Contractor, for work performed by the Contractor, 15 percent of the amount due the Contractor.

c. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.

- d. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
 - e. Total overhead and profit shall not exceed 25% of the base cost of the work (base cost being defined as the cost of the work without markups.)
 - f. Itemize costs to include breakdown for materials and labor, overhead and profit.
 - g. A change to the work providing a net CREDIT to the District shall include a credit for overhead and profit based on the following schedule:
 - 1. For the Contractor, 5 percent of the Cost to be credited.
 - 2. For each Subcontractor, 5 percent of the Cost to be credited.
 - 3. For each Sub-subcontractor, 5 percent of the Cost to be credited.
 - h. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including Subcontractor and Contractor overhead and profit as applicable.
- 43. APPLICATION FOR PAYMENT:** Submit payment request on invoice customarily used by Contractor. Identify 5% retainage to be carried until the project is determined to be complete.
- 44. DEBARMENT CERTIFICATION:** The contractor/Vendor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the Eugene 4J School District, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

END OF TERMS AND CONDITIONS

Revised 1/4/18
Agree3.doc

**CONSTRUCTION CONTRACTOR AGREEMENT
LANE COUNTY SCHOOL DISTRICT 4J
715 West Fourth Avenue
Eugene, Oregon 97402**

This Agreement is hereby made between the Lane County School District 4J, hereinafter DISTRICT, and CONTRACTOR, according to the following terms, conditions and provisions:

1. CONTRACTOR is identified as follows:

Firm Name: _____
Contractor's Representative: _____
Address: _____
City/State/ZIP: _____ Email: _____
Business Telephone: _____ FAX: _____
Social Security Number: _____ or Federal Employer ID: _____
Type of Entity: Sole Proprietorship Partnership Corporation

2. SERVICES TO BE PROVIDED (Include scope of work, schedule and other provisions including supplies, materials, equipment or services, as applicable):

3. DISTRICT'S REPRESENTATIVE: _____

4. FINGERPRINTING REQUIREMENTS: Do services to be provided include potential for direct, unsupervised contact with students? Yes No

If yes, has CONTRACTOR been fingerprinted? Yes No

5. DATE AND DURATION: This agreement shall be effective commencing on _____ and extending through _____, unless otherwise terminated or extended.

6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum of \$_____ for work described herein.

7. CONTRACTOR REQUIREMENTS: The CONTRACTOR agrees to perform the work or services as described in this Agreement in accordance with the Terms and Conditions of this Agreement (ATTACHMENT A) and Drawings and Specifications listed below:

8. CONTRACTOR is an Independent Contractor within the meaning of ORS 670.600 and is not an employee of the DISTRICT.

9. SIGNATURES: It is so agreed this _____ day of _____.

CONTRACTOR

Date

DISTRICT

Date